

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

In Re:)	
)	Case No. 10-10714-NLJ
JON CHRISTOPHER WHITEKILLER; and)	
SHELLY DAWN WHITEKILLER,)	
)	
Debtors.)	(Chapter 13)
)	

**OBJECTION TO CONFIRMATION OF DEBTORS'
CHAPTER 13 PLAN WITH SUPPORTING BRIEF**

COMES NOW Municipal Employees Credit Union of Oklahoma City, Inc. ("ME/CU"), a secured creditor herein, and objects to confirmation of the Chapter 13 Plan of Jon Christopher Whitekiller and Shelly Dawn Whitekiller (hereinafter referred to as "Debtors"). In support, ME/CU states:

1. On February 16, 2010, the Debtors filed a voluntary petition for relief under Chapter 13 of Title XI of the United States Code.
2. On November 29, 2006, the Debtors executed a Loanliner Open-End Disbursement Receipt *Plus* (the "Note") in favor of ME/CU whereby ME/CU extended a purchase money loan to the Debtors, the unpaid principal balance of which was \$8,958.08 as of March 5, 2010, with interest thereon at the Open-End Disbursement Receipt rate of 6.49% per annum. Said Open-End Disbursement Receipt specifically notes that the Debtors' 2006 Toyota Tacoma, the purchase of which is why the loan was made, was pledged as collateral. Attached as Exhibit "1" is a copy of the Note and Lien Entry Form.
3. On April 3, 1997, the Debtors executed a Line of Credit (the "LOC") in favor of ME/CU the unpaid principal balance of which was \$1,007.59 as of March 5, 2010, with interest thereon at the LOC rate of 13.99% per annum.

4. On September 18, 1996, the Debtors executed a Visa Security Agreement (the "Visa Agreement") in favor of ME/CU whereby ME/CU extended a purchase money loan to the Debtors, the unpaid principal balance of which was \$5,054.37 as of March 5, 2010, with interest thereon at the Open-End Disbursement Receipt rate of 11.90% per annum. Attached as Exhibit "2" is a copy of the Visa Agreement.

5. ME/CU is shown as a secured creditor under the Debtors' proposed Chapter 13 Plan in regards to the 2006 Toyota Tacoma in the incorrect amount of \$9,318.22 instead of the accurate amount of \$8,958.08 and at the incorrect interest rate of 5.25% instead of the accurate 6.49%. Additionally, Debtors list ME/CU as unsecured in regards to the Line of Credit loan and Visa account. However, each of the Debtors' three loans are cross-collateralized and secured.

6. 11 U.S.C. § 1325(a)(5)(B)(I), specifically provides that the plan must provide that the holder of a secured claim retains the lien securing such claim. As the Plan is deficient as to the accurate amounts owed and interest rates, it should not be confirmed as it does not comply with 11 U.S.C. § 1325.

WHEREFORE, ME/CU prays this Court deny confirmation of the Debtors' Chapter 13 Plan, or in the alternative, fashion appropriate relief to insure that ME/CU's fully secured status is not impaired and that it receives payment on its loan in an amount of at least \$8,958.08 at 6.49% per annum, \$1,007.59 at 13.99% per annum and \$5,054.37 at 11.9% per annum as above indicated.

Respectfully submitted,

/s/ Donald K. Funnell

Donald K. Funnell, OBA No. 10814

LYTLE SOULÉ & CURLEE, P.C.

A Professional Corporation

1200 Robinson Renaissance

119 North Robinson

Oklahoma City, Oklahoma 73102

(405) 235-7471 (Telephone)

(405) 232-3852 (Facsimile)

Attorneys for Creditor,

Municipal Employees Credit Union

CERTIFICATE OF SERVICE

This is to certify that on this 15th day of March, 2010, a true and correct copy of the above and foregoing was electronically transmitted to the Clerk of the Court using the ECF System for filing and was mailed by first class mail, postage prepaid thereon to the following:

John T. Hardeman

P.O. Box 1948

321 Dean A. McGee Ave.

Oklahoma City, Oklahoma 73101

Trustee

Jerry D. Brown

Jerry D. Brown, P.C.

5500 N. Western, Suite 150

Oklahoma City, Oklahoma 73118

Attorney for Debtor

/s/ Donald K. Funnell

Donald K. Funnell

EXHIBIT "1"

MUNICIPAL EMPLOYEES CREDIT UNION f OKLAHOMA CITY
101 North Walker
Oklahoma City, OK 73102

LOANLINER

**Open-End Disbursement
Receipt Plus**

BORROWER INFORMATION

BORROWER 1 NAME	ACCOUNT NUMBER	DATE
JON WHITEKILLER	18147 - 2	11/29/2006
BORROWER 2 NAME		
SHELLY WHITEKILLER		

SECURITY OFFERED | CONSUMERS' CLAIMS AND DEFENSES - IF CHECKED, SEE NOTICE BELOW

THE ADVANCE IS SECURED BY YOUR SHARES, ALL PROPERTY SECURING OTHER PLAN ADVANCES AND LOANS RECEIVED IN THE PAST OR IN THE FUTURE, AND THE FOLLOWING PROPERTY:

PROPERTY/MODEL	YEAR	I.D. NUMBER	VALUE	KEY NUMBER
06 TACOMA/RET/COAPP	2006	3TMLU42N96M007892	\$ 21,119.00	
			\$	
			\$	
			\$	

PLEDGE OF SHARES AND/OR DEPOSITS \$	ACCOUNT NUMBER	PLEDGE OF SHARES AND/OR DEPOSITS \$	ACCOUNT NUMBER
--	-------------------	--	-------------------

REPAYMENT TERMS

DAILY PERIODIC RATE	ANNUAL PERCENTAGE RATE	INTEREST RATE IS:	OTHER FEES (Amount and Description)	NEW BALANCE THIS SUBACCOUNT
.017781%	6.490 %	Fixed	\$ 10.00 <i>Loan Fee</i>	\$ 22,309.50
AMOUNT ADVANCED	PAYMENT AMOUNT	DATE DUE	PAYMENT FREQUENCY	LINE OF CREDIT LIMIT
\$ 22,309.50	\$ 202.00	01/05/2007	Biweekly	\$ 0.00
				REMAINING LIMIT
				\$ 0.00

By endorsing the proceeds check for the advance described above, or by having the loan proceeds deposited into your share/share draft account or paid to a third party, you agree: (1) that the property described in the Security Offered section above ("Property") is security under the terms of the LOANLINER Credit and Security Agreement (the "Plan") for all amounts you owe under the Plan and that the property description is incorporated into and a part of the Plan; (2) that the Property is also security for any other loans, including but not limited to, any credit card loan that you have with the credit union now or in the future; and (3) to make payments as disclosed above and in accordance with the terms of the Plan.

Borrower(s) hereby acknowledges receipt of the above advance.

Borrower

Date:

Borrower

Date:

If you are not a borrower but an owner of collateral, you agree to the grant of a security interest to the Credit Union in the above referenced Security Offered section and acknowledge that you have received and read the Loanliner Credit and Security Agreement, including the Addendum ("Agreement") and you agree to be bound by the terms of the Security Agreement only.

Owner of Collateral

Date:

Owner of Collateral

Date:

The following paragraph applies to the Advance only if the box is checked.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

FOR CREDIT UNION USE ONLY

REQUESTED:	MEMBER PAYS PREMIUM FOR:	CHECK NUMBER:	BRANCH NUMBER: 0
DATE	LOAN OFFICER COMMENTS:	PLAN/SUBACCOUNT NO.:	PROCESSED BY: Jim
11/29/2006			



OKLAHOMA TAX COMMISSION
MOTOR VEHICLE DIVISION
POST OFFICE BOX 53525
OKLAHOMA CITY, OKLAHOMA 73152

LIEN ENTRY FORM

Debtor Names and Address (Last Name First)

WHITEKILLER, JON AND SHELLEY 18147

Name(s)

19485 SPORTSMAN RD

Address

EDMOND, OK

City, State

73003

Zip Code

MUNICIPAL EMPLOYEES CREDIT UNION

Secured Party Name

101 N WALKER

Address

OKLAHOMA CITY, OK

City, State

73102

Zip Code

Assignee of Secured Party Name

Address

City, State

Zip Code

THIS LIEN ENTRY FORM COVERS THE FOLLOWING VEHICLE

2006

Year

NISSAN

Make

TACOMA

Body Type

3TMLU42N96M007892

Vehicle Identification Number (VIN/HIN)

11-29-2006

Date of Security Agreement

Original Oklahoma Title Number

Secured Party / Assignee Signature

11-29-2006

Date Executed

Lender must type and print four (4) identical copies of the Lien Entry Form.
Type one Lien Entry Form for each vehicle, boat or outboard motor.

One (1) copy to the Oklahoma Tax Commission, one (1) copy to the motor license agent, one (1) copy to the secured party or assignee, one (1) copy attached to the title documents to be given to the debtor.

STATE OF OKLAHOMA - OKLAHOMA TAX COMMISSION

LIEN RECEIPT

Motor Vehicle Division Tax/Fee Receipt No.

063535598A0932

VIN: 3TMLU42N96M007892

VEHICLE: 2006

MAKE : TOYT

MODEL: DCL

BODY : PK

LIEN DATE: 12/19/2006

AGENT #: 5598

LIEN TIME: 10:00

DATE: 12/19/2006

FEES

AMOUNT

LIEN FEE:

10.00

LIEN
DEBTOR: WHITEKILLER, JON AND SHELLEY

MECU

101 N. WALKER AVE

OKC

OK

73102

TOTAL:

\$10.00

COPY 4

EXHIBIT “2”

1994
CITY OF OKLAHOMA
Municipal Employees Credit Union

101 N. Walker
Oklahoma City, Oklahoma 73102

THIS IS AN APPLICATION FOR

INSTRUCTIONS

1. Must be completed in ink.
2. Complete front and back of this form.
3. Please sign application and disclaimer.
4. If joint account co-applicant must sign.
5. Complete appropriate credit insurance area.
6. Complete request for limit.
7. Thank you for your cooperation.

☐ AUTHORIZED USER'S NAME

☒ AN INDIVIDUAL LOAN
☐ A JOINT LOAN WITH MY SPOUSE

☐ JOINT LOAN WITH SOMEONE OTHER
THAN MY SPOUSE (CO-APPLICANT)

GENERAL

EMPLOYMENT

REFERENCES

MISCELLANEOUS

FINANCES

AUTHORIZED USER

SPOUSE/CO-APPLICANT

APPLICANT'S NAME JAN C. WHITEKILLER		CREDIT UNION ACCOUNT NO. 18147.00	
STREET ADDRESS 8905 S. MCKINLEY		CITY, STATE, ZIP OKLAHOMA CITY, OK 73139	
PREVIOUS ADDRESS (STREET ADDRESS) IF LESS THAN 5 YEARS 113 AKIN DR.		CITY, STATE, ZIP OKLAHOMA CITY, OK 73149	
HOME PHONE NO. (405) [REDACTED]	OFFICE PHONE NO. (405) [REDACTED]	SOCIAL SECURITY NO. 2155	
DEPENDENTS EXCLUDING SELF NO. 3 AGES 1, 2, 28	DATE OF BIRTH (APPLICANT) -66	DRIVER'S LIC. NO. 2155 STATE OF ISSUE OK	

PRESENT EMPLOYER IF SELF-EMPLOYED ATTACH CURRENT FINANCIAL STATEMENT LATEST TAX RETURN CITY OF OKC - POLICE		DATE EMPLOYED 3-18-96	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Gross \$ 24,000.00
ADDRESS (STREET, CITY, STATE, ZIP) 701 COLCORD DR. OKLA. CITY, OK 73102		PREVIOUS EMPLOYER	NET \$
CURRENT JOB TITLE SGT.	SUPERVISOR [REDACTED]	DATES EMPLOYED FROM TO	
SUPERVISOR PHONE NO. [REDACTED]		ADDRESS (STREET, CITY, STATE, ZIP)	

NEAREST RELATIVE NAME (NOT LIVING WITH YOU) [REDACTED]		PHONE NUMBER (405) [REDACTED]
RELATIVE ADDRESS (STREET, CITY, STATE, ZIP) [REDACTED]		
PERSONAL REFERENCE (NOT RELATED) [REDACTED]	FULL ADDRESS 701 COLCORD DR. OKLAHOMA CITY, OK 73102	PHONE NUMBER (405) [REDACTED]
PERSONAL REFERENCE (NOT RELATED) [REDACTED]	FULL ADDRESS 701 COLCORD DR. OKLAHOMA CITY, OK 73102	PHONE NUMBER (405) [REDACTED]
PERSONAL REFERENCE (NOT RELATED) [REDACTED]	FULL ADDRESS 701 COLCORD DR. OKLAHOMA CITY, OK 73102	PHONE NUMBER (405) [REDACTED]

SAVINGS AT OTHER [] CREDIT UNION [] BANK \$	NAME, CITY & STATE	SOURCE OF OTHER INCOME SECURITY	OTHER INCOME \$ 800 MO.
SAVINGS AT OTHER [] CREDIT UNION [] BANK \$	NAME, CITY & STATE	SOURCE OF OTHER INCOME	OTHER INCOME \$ MO.
SAVINGS AT OTHER [] CREDIT UNION [] BANK \$	NAME, CITY & STATE	SOURCE OF OTHER INCOME	OTHER INCOME \$ MO.

Applicant & Co-Applicant: Please list all debts & obligations: (Security examples: car, house, shares, household goods, none).

CREDITOR	SECURITY	BALANCE	MO. PAYMENT	CREDITOR	SECURITY	BALANCE	MO. PAYMENT
C. Peterson	RENT		450.00				
MECU	CAR	2,601.00	150.00				
MECU	VAC.	1,272.00	74.00				
GUARANTY BANK	MEDICAL	305.00	45.00				
MECU/VISA	CREDIT CARD	2,450.00	100.00				

Complete this section if: (1) this is to be a joint account with your spouse, (2) your spouse will use this account, (3) you live in a community property state (AZ, CA, ID, LA, NV, NM, TX, WA, Puerto Rico) or (4) you are relying on your spouse/co-applicant's income in applying for this account. This section must also be completed about your co-applicant if this is for a joint account with someone other than your spouse.

SPOUSE/CO-APPLICANT'S NAME SHELLEY DAWN WHITEKILLER		CREDIT UNION ACCOUNT NO. 18147.00	
STREET ADDRESS 8905 S. MCKINLEY		CITY, STATE, ZIP OKLAHOMA CITY, OK 73139	
HOME PHONE NO. (405) [REDACTED]	DATE OF BIRTH -67	SOCIAL SECURITY NO. -4589	
PRESENT EMPLOYER IF SELF-EMPLOYED ATTACH CURRENT FINANCIAL STATEMENT LATEST TAX RETURN	JOB TITLE	SUPERVISOR	OFFICE PHONE NO. [REDACTED]
ADDRESS (STREET, CITY, STATE, ZIP)	DATE EMPLOYED	<input type="checkbox"/> Monthly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Gross \$	NET \$

Child Support \$ _____ Alimony \$ _____ Child Care \$ _____ Total Monthly obligations \$ _____ If more, list on separate sheet.
Have you ever filed for bankruptcy? ☐ yes ☒ no Year filed ☐ 11 ☐ 13 ☐ Other
Are any suits pending, judgments unsatisfied, alimony or maintenance awards against you? ☐ yes ☒ no
Ever had any auto, furniture or other property repossessed? ☐ yes ☒ no Do you have any past due bills? ☐ yes ☒ no To whom? _____
Are you a cosigner or endorser on another person's note or loan? ☐ yes ☒ no If yes, list above.

PLEASE READ CAREFULLY BEFORE SIGNING: This statement is submitted to obtain a credit card and I/We certify that all information herein is true and complete. I/We also authorize the credit union to verify or obtain further information the credit union may deem necessary concerning my (our) credit standing. If this application is approved, I/We agree to be bound by the terms and conditions of the card agreement, a copy of which will be mailed to the applicant, receipt of such agreement and acceptance of such terms to be conclusively presumed by the applicant's use. I/We understand I/We are granting a security interest in any Municipal Employee Credit Union account I/We have up to the amount of my/our outstanding balance to protect the credit union if I/We default on any credit extended or cash advance under my/our VISA Gold card account.

Signed: [Signature] 9-18-96 Date [Signature] 9-18-96 Date
Member's Signature Member's Signature

REQUIRED CARD INFORMATION: ☒ Authorized User ☐ Co-Applicant (Mother's Maiden Name) _____ Total Number of Cards Requested **2** (Mother's Maiden Name) _____
I understand I am responsible for charges made by authorized user. I agree to recover the card and return it to the credit union should an authorized user no longer be able to access my account along with a letter requesting removal.

Applicant [Signature] Date **9-18-96** Co-Applicant [Signature] Date **9-18-96**

CREDIT INSURANCE DISCLOSURE: Unit cost rate disclosure per \$100.00 of month-end balance: Single credit life: _____ Joint credit life: _____ Credit Disability: _____
CREDIT INSURANCE SCHEDULE: Maximum monthly disability benefit - \$600.00; Maximum amount of loan insurable - Life: \$30,000; Disability: \$30,000; Maximum age for insurance: Life - None
Disability - None. If you are totally disabled for more than 30 days, then the Disability benefit will begin with the 31st day of disability.
I understand that CREDIT INSURANCE IS NOT REQUIRED AS A CONDITION FOR CREDIT. I may rescind this request any time. I hereby authorize the Credit Union to pay said premiums to the insurer.
I request SINGLE CREDIT LIFE ☐ Yes ☒ No \$ _____ I request JOINT CREDIT LIFE ☐ Yes ☒ No \$ _____ I request CREDIT DISABILITY ☐ Yes ☒ No \$ _____

TRANSFER BALANCE OPTION: Why pay a high interest rate on your other credit cards or department store cards when you can take advantage of MECU VISA GOLD low credit card interest rate? You may transfer up to your available credit line. Complete the form below, giving us the balance from your latest unpaid statement. That amount will be posted to your MECU credit card account as a cash advance subject to the terms of the cardholder agreement. If the next payment on your other credit card is due within 15 days, you should make the payment and deduct the amount from the "Amount to Transfer" below. Any charges you make to your other account after you transfer the balance, should be paid directly to that credit card center, instead of MECU.

CARD NAME/DEPT. STORE	ACCOUNT NUMBER	BILLING ADDRESS	CITY/STATE/ZIP	TRANSFER AMOUNT \$	CLOSING?
MECU - VISA	[REDACTED]	[REDACTED]			

ONLY THOSE ACCOUNTS INDICATED ABOVE WILL BE CLOSED
SIGNATURE [Signature] DATE **9-18-96** SIGNATURE [Signature] DATE **9-18-96**



Municipal Employees Credit Union

101 N. Walker

Oklahoma City, Oklahoma 73102

(405) 297-2995

CREDIT UNION CARD

TERMS, SECURITY AGREEMENT AND DISCLOSURES

The person ("Cardholder") whose name is embossed on the face of the card ("Card") which may be issued upon approval by Issuer, and each Cardholder, in the event more than one Card is issued bearing the same account number, by signing or using said Card, agrees with the Issuer of the Card, Municipal Employees Credit Union ("Issuer") as follows:

- Goods and Services.** ("Credit Purchases") may be purchased or leased by means of such Card by Cardholder from any retail business establishment ("Seller") who honors same upon the execution of a sales slip evidencing such Credit Purchase and bearing the account number of Cardholder embossed on the face of such Card. Additionally, Cash Advances ("Loans") may be obtained through use of such Card (a) upon execution of a written request for Cardholder in a form furnished to him, from any bank, alone or in association with others, and (b) upon execution of a written separate agreement with Issuer for an overdraft financing agreement, if offered by Issuer.
- Responsibility.** If we issue you a card, you agree to repay all debts and the Finance Charge arising from the use of the card account. For example, you are responsible for charges made by yourself, your spouse and minor children. You are also responsible for charges made by anyone else to whom you give the card, and this responsibility continues until the card is recovered. You cannot disclaim responsibility by giving us, but we will close the account for new transactions if you so request and return all cards. Your obligation to pay the account balance continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct you or one of the other persons responsible with you for charges he or she makes, but if that person signs the card he or she becomes a party to this Agreement and is also jointly responsible for all charges on the account, including yours.
- Lost Card Notification.** If you believe the Card has been lost or stolen you will immediately call 1-800-448-7887 or collect 614-248-4239 to report the loss.
- Liability for Unauthorized Use.** You may be liable for the unauthorized use of your Card. You will not be liable for unauthorized use if you notify Municipal Employees Credit Union at 101 North Walker, Oklahoma City, OK 73102, orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.00.
- Credit Limit.** If we approve your application, we will establish a self-replenishing Line of Credit for you and notify you of its amount with the Card. You agree not to let the account balance exceed this approved Credit Limit. Each payment you make on the account will restore your Credit Limit by the amount of the payment which is applied to the principal. You may request an increase in your Credit Limit only by written application to us, which must be approved by our credit committee or loan officer. We can revoke your card for failure to comply with this Agreement or for other causes. You may also terminate this Agreement at any time, but termination by either of us does not affect your obligation to pay the account balance. The cards remain our property and you must recover and surrender to us your request and upon termination of this Agreement. Each card is not transferable. It can be cancelled as well as repossessed by Issuer or its designee and the privileges thereof revoked, at any time without prior notice.
- Credit Information.** You authorize us to investigate your credit standing when opening, renewing or reviewing your account, and you authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire of us about your credit standing, to the extent authorized in our By-Laws.
- Cardholder shall not use Card or permit the use of Related Cards to obtain Credit Purchases or Loans which will increase Cardholder's indebtedness to Issuer to an amount in excess of the limit established by Issuer.** Without limiting any of Issuer's rights under this Agreement, if the Cardholder's indebtedness to Issuer under the Card exceeds the credit limit at any time, Cardholder will immediately pay Issuer the excess upon demand.
- All Credit Purchases and Loans are affected at the option of the Seller and Cash Advancing Bank, respectively, and Issuer shall not be responsible for refusal by any Seller or Cash Advancing Bank to honor the Card or any Related Card.** Any refund, adjustment or credit allowed by Seller shall not be by cash but rather by a credit advance to Issuer which shall be shown as a credit on Cardholder's account statement with Issuer. If there is a problem with the merchandise or services obtained with the Card, the Cardholder has the right to return the merchandise or services to the Seller for a refund, merchandise or services. This right does not, however, apply to merchandise for services obtained with Loans. The Cardholder's Billing Rights containing an explanation of the Cardholder's rights as set forth at the end of this Agreement. Issuer will have no responsibility for merchandise or services purchased with the Card.
- Issuer will send to Cardholder, at monthly intervals determined by Issuer, a statement reflecting for the prior monthly period all Related Card transactions.** Such statement shall be deemed correct and accepted by Cardholder and all holders of Related Cards unless Issuer is notified to the contrary in writing within 60 days of mailing of such statement. Cardholder will pay such statement by remitting to Issuer within 25 days of the closing date reflected on the statement either the full amount billed ("New Balance"), or, at Cardholder's option, an installment equal to at least the required 2.5% of Balance or minimum \$20.00 payment. If the New Balance is \$20.00 or less, it is payable in full. The required minimum payment is the greater of (a) \$20.00 or (b) 2.5% of that portion of the New Balance which exceeds Cardholder's credit limit, plus the entire portion of the New Balance in excess of Cardholder's credit limit, plus any amount past due.
- LATE PAYMENT CHARGE.** All payments received 10 calendar days after the VISA PAYMENT DUE DATE will be charged a late fee of \$15.00. If a payment is received after the 10th day after the VISA PAYMENT DUE DATE, a LATE PAYMENT CHARGE will be charged to the member's account. If a payment is received after the 10th day after the VISA PAYMENT DUE DATE, a LATE PAYMENT CHARGE will be charged to the member's account. If a payment is received after the 10th day after the VISA PAYMENT DUE DATE, a LATE PAYMENT CHARGE will be charged to the member's account.
- Security Interest.** Cardholder and any authorized user of the Card grants Issuer a Purchase Money Security Interest under the Uniform Commercial Code which is in the merchandise purchased under this Agreement. Issuer expressly waives, under this Agreement, all rights to acquire any interest in the property which is granted as Cardholder's principal dwelling. Cardholder and any authorized user of the Card grants Issuer a Security Interest in any and all shares, deposits, dividends, interest, or any other monies held by Issuer for Cardholder now and in the future. In addition, Cardholder hereby grants Issuer a future and additional Security Interest in any collateral, or proceeds from such collateral, now or hereafter pledged to Issuer by Cardholder to secure any other indebtedness of Cardholder to Issuer.
- Secured Party Remedies.** In the event of default, Issuer may, without notice, exercise any remedy provided to secured parties under the Uniform Commercial Code, Oklahoma or common law. Those remedies include, but are not limited to: (i) the right to take possession of the merchandise purchased with the Card or any proceeds of such collateral; (ii) the right to take possession of any other collateral or proceeds of collateral now or hereafter pledged to Issuer; (iii) the right to take possession of any shares, deposits, dividends, interest or any other monies held by Issuer for Cardholder; and, apply the same to all outstanding indebtedness of Cardholder to Issuer. Upon default, Cardholder will, at Issuer's request, assemble and deliver to Issuer any merchandise purchased with the Card or any collateral now or hereafter pledged to Issuer. Cardholder will be in default if Cardholder sells or otherwise disposes of the merchandise or collateral without Issuer's written consent.
- Default.** Cardholder will be in default if Cardholder (i) fails to comply with any term of this Agreement, (ii) is unable to pay debts or does not pay debts as they come due, (iii) becomes the subject of any action under any law relating to bankruptcy, insolvency, or relief of debtors, (iv) fails to make any payment, including minimum payment within 25 days, as provided herein, (v) the value of Issuer's security interest materially declines, (vi) dies, (vii) any attachment, replevin, garnishment, or similar proceedings are initiated against Cardholder or Cardholder's property, (viii) prospective inability to repay Issuer due to a change in employment, increase in obligations, or if for any reasons Issuer reasonably feels insecure about repayment of any Credit Purchases or Loans, (ix) defaults on any other indebtedness owed Issuer, (x) makes any false or misleading statements in any credit application or update of credit information.
- Acceleration of Payments.** Issuer may, without notice, require payment at once of the entire balance outstanding of Cardholder's account if Cardholder is in default. Cardholder agrees to pay all costs of collecting the account including realization upon any of the merchandise or collateral, which costs include all court costs and reasonable attorneys fees to the extent allowed by law.
- FINANCE CHARGE.** If the New Balance indicated on Cardholder's statement for the prior monthly period is not paid in full within 25 days after the statement closing date, interest will be charged on Credit Purchases made during the current billing cycle from the date of posting of each Credit Purchase to Cardholder's account and will continue to accrue until the closing date of the billing cycle preceding the date on which the account balance is paid in full. If the New Balance indicated on Cardholder's statement for the prior monthly period is paid in full within 25 days after the closing date, no interest will be charged on Credit Purchases made during the current billing cycle. Interest will be charged on Loans made during the current billing cycle from the date of each Loan and will continue to accrue until paid if paid during the same billing cycle as made, or if such Loans are not paid in full during the same billing cycle as made interest will continue to accrue until the closing date of the billing cycle preceding the date on which the account balance is paid in full. If the New Balance indicated on Cardholder's statement for the prior monthly period is paid in full within 25 days after the closing date, no interest will be charged during the current billing cycle for Loans made during previous billing cycles. The rate of interest shall be established by Issuer from time to time, but shall never exceed the maximum rate permitted by law. The current interest rate is 11.90% APR.
- Amendment.** This Agreement may be amended from time to time by Issuer by written notice mailed to Cardholder at Cardholder's last known address. If Issuer increases the rate of finance charged on any balance or increases other charges, Cardholder will not be required to pay the higher rate or the other higher charges unless Cardholder agrees in writing or Cardholder uses the Card after the date stated in Issuer's notice. If Cardholder agrees in writing or uses the Card after the effective date of amendment, the amended Agreement (including the higher rate of finance charged) will apply to the entire unpaid balance, including the balance existing before the amendment became effective. This Agreement is a contract which applies to all transactions on Cardholder's account even though the sales, cash advance, credit or other slips Cardholder signs or receive may contain different terms.
- Issuer can delay enforcing its rights under this Agreement without losing them.** Issuer can accept late payments, partial payments or checks and money orders marked as being payment in full without losing any rights under this Agreement.
- A FINANCE CHARGE will be imposed on Cash Advances that you obtain through the use of your card during the current billing cycle from the date of each such Cash Advance and will continue to accrue until you stop using the same billing cycle as made, or if such Cash Advances are not paid in full during the same billing cycle as made the FINANCE CHARGE will continue to accrue on the unpaid balance until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full.**

A FINANCE CHARGE will be imposed on Credit Purchases of goods and services that you obtain through the use of your card only if you elect not to pay the entire New Balance shown on your previous monthly statement within 25 days from the closing date of the statement. If you elect not to pay the entire New Balance shown on your previous monthly statement within 25 days from the closing date of the statement, a FINANCE CHARGE will be imposed on the unpaid balance from the statement closing date and on Credit Purchases made during the current billing cycle from the date of posting of each such Credit Purchase to the account and will continue to accrue on the unpaid balance until the closing date of the billing cycle preceding the date on which the entire new balance is paid in full.

The principal of purchases and cash advances are determined each day during the statement period, beginning with the principal portion of your Previous Balances, reduced by payments you make and credits we apply, and increased by purchases and cash advances you make and debit adjustments we make during the statement period. The daily principal balances are totaled, and divided by the number of days in the statement period, to produce separate average daily balances for purchases and cash advances to which the periodic rate is then applied.

18. The Periodic Rate used to compute the FINANCE CHARGE is .99% per month. The corresponding ANNUAL PERCENTAGE RATE is 11.90%.

19. We figure the FINANCE CHARGE on your account by applying the periodic rate to the "average daily balance" of your account (including current transactions). To get the "average daily balance" we take the beginning balance of your account each day, add any new Credit Purchases or Loans, and subtract any payments or credits, and unpaid finance charges. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

All payments will be first applied to accrued FINANCE CHARGES, then to the New Balance.

BILLING RIGHTS

Keep this notice for Future Use. This notice contains important information about Cardholder rights and Issuer's responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Billing. If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the following address: Municipal Employees Credit Union, 101 North Walker, Oklahoma City, OK 73102.

Write us as soon as possible. We must receive your written notice at the address in the preceding paragraph no later than 60 days after we send you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number;
- The dollar amount of the suspected error;
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop payment on any amount you think is wrong. To stop payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Right and Our Responsibility After We Receive Your Written Notice. We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the last \$50 of the questioned amount, even if your bill was correct.

Special Rules for Credit Card Purchases. If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

ANNUAL PERCENTAGE RATE	VARIABLE RATE INFORMATION:	GRACE PERIOD ON PURCHASES:	ANNUAL FEE:	MINIMUM PAYMENT:	BALANCE CALCULATIONS METHOD FOR PURCHASES AND CASH ADVANCES:	MINIMUM FINANCE CHARGE:	RETURNED CHECK, RETURNED PAYMENT CHARGE:	LATE PAYMENT CHARGE:	OVERLAP CHARGE:	TRANSACTION FEE FOR PURCHASES:	CASH ADVANCE FEE:
11.90%	The Annual Percentage Rate (APR) will not vary unless notified as required by law.	25 Days	None	2.5% of Balance but not less than \$20.	Average Daily Balance (including new transactions)	None	\$10.00	\$15.00	\$10.00	None	None

The information set forth in this application and Agreement was accurate as of August 1, 1994, the date this application and Agreement was printed. Applicants should contact Municipal Employees Credit Union, 101 North Walker, Oklahoma City, Oklahoma 73102, for any information on any change in the information contained herein since it was printed.

I/WE HAVE READ THE CONDITIONS AND DO HEREBY AGREE TO ABIDE BY THE TERMS STATED HEREIN.

Applicant's Signature _____ Date 9-18-96 _____
 Spouse/Co-Applicant's Signature _____ Date _____

*Note: Signature required only if a Joint Account, or the spouse of the Account Holder or a co-applicant will use (Credit Union Copy)

Teller Workspace (slh) - 18147 JON C WHITEKILLER

File Options Tools Workspace Help

Primary ☒ Search

Join ☐

18147

☒ Member # ☐ ATM #
☐ SS # ☐ CC #
☐ Phone # ☐ Last First
☐ Sd Micr # ☐ Personal Id


Work Clear

General Information

JON C WHITEKILLER
924 N 9TH AVE.
PURCELL, OK 73080

Mbr #: 18147
Status: Active
SS #: 2155
Birth: 1966
ID: OKDL 189

Rewards: (405) [REDACTED]
Home Phone: (405) [REDACTED]
Work Phone: (405) [REDACTED]



Teller Actions

Central Information
Member Transactions
Transaction Reversal

Inventory
Reports
SD Box Properties
Member Applications
Member Applications
Officer Applications
Member Application Report

Member Documents
Member Tracking
Tools

Equity **Products** **Relations** **Holds** **ACH/Payroll** **Notes**

Cards **O/D Protect** **Safe Dep Box** **e-Services**

ATM Cards

Card Number	Network ID	Network Type	Status
18147	cav	HB	Active
4492210740007614	eln	POS	Active
18147	ngn	SB	Active

Credit Cards

Card Type	Card Description	Card Number	Card Exp	Card Limit	Current Balance	Payment Due Date	Payment Due Am
VIGC	Visa Gold Replaceme	555910911		5,000.00	5,054.37	03/24/2010	374.00
VIGC	Visa Gold Replaceme	44960909		5,000.00	.00	03/24/2010	.00
VIGC	Visa Gold Replaceme	43130909		5,000.00	.00	03/24/2010	.00

Please enter data for member search.



Recycle Bin

Teller Workspace (slh) - 18147 JON C WHITEKILLER

File Options Tools Workspace Help

Primary Search
Join

18147


☒ Member # ☐ ATM #
☐ SS # ☐ CC #
☐ Phone # ☐ Last First
☐ SD Mic # ☐ Personal Id

Work Clear


Central Information

Teller Actions
 Central Information
 Member Transactions
 Transaction Reversal
 Teller Box
 Inventory
 Reports
 SD Box Properties
 Member Applications
 Member Applications
 Officer Applications
 Member Application Report
 Member Documents
 Member Tracking
 Tools

Member Information:
 Mbr #: 18147
 Status: Active
 SS #: 2155
 Birth: 1966
 ID: OKDL 1189
 Rewards:
 Home Phone: (405) /
 Work Phone: (405) /

Member Photo: 

Member Address:
 JON C WHITEKILLER
 924 N 9TH AVE.
 PURCELL, OK 73080

Member ID Card: 

Equity Products Relations Holds ACH/Payroll Notes

Shares

Type	Description	Current	Available	Coil #	Maturity	Status
01	Regular Savings	307.99	302.99			
11	Share Draft Account	133.27	128.91			

Loans

LN #	Description	Balance	Payment	Payoff	Due Date	Avail Credit
2	2006 TOYOTA TACOMA/RET	8,948.53	202.00	8,958.08	03/12/2010	.00
60	Line of Credit	1,000.00	50.00	1,007.59	04/28/2010	.00
1	SIG./COAPP/RET	.00	17,340.93	.00	01/07/2007	.00

Please enter data for member search.

